

## Miscellaneous Record, No. 25, Madison County, Iowa

entered upon the margin of the record a certificate to the effect that said affidavit was filed by us as said owners in possession - all in accordance with Sections 614.17 to 614.20 of the Code of Iowa, 1950, as amended.

R. B. Hunter  
F. R. Hunter

COMPARED

Darwin E. Gubser et al  
To

#4978

Fee \$1.20 VET

Filed for record the 29 day of August  
A. D. 1952 at 10:30 o'clock A. M.  
Wilma M. Wade, Recorder  
Mary E. Welty, Deputy

Orie L. Jones Jr. et al

EASEMENT

THIS AGREEMENT made this 25 day of August, A. D., 1952, by and between Darwin E. Gubser and Betty J. Gubser of Earlham, Madison County, Iowa, hereinafter designated as PARTIES OF THE FIRST PART, and Orie L. Jones Jr. and Berdena Jones of Earlham, Madison County, Iowa, hereinafter designated as PARTIES OF THE SECOND PART, WITNESSETH:

WHEREAS, FIRST PARTIES are the owners of the following described real property, to-wit:

The West Half (W $\frac{1}{2}$ ) of Lots Four (4), Five (5), and Six (6) in Block Two (2) of Nicholson's Addition to the Town of Earlham, and

WHEREAS, the SECOND PARTIES are the owners of the following described real property, to-wit:

The East Half (E $\frac{1}{2}$ ) of Lots Four (4), Five (5), and Six (6) in Block Two (2) of Nicholson's Addition to the Town of Earlham, and

WHEREAS, FIRST PARTIES are interested in establishing a "honeysuckle hedge" on the dividing line between the two above described properties, and

WHEREAS, SECOND PARTIES are willing to extend permission for the purpose of planting such hedge.

IT IS, THEREFORE, AGREED by and between the parties hereto who exchange their mutual promises for consideration hereof as follows:

1. That FIRST PARTIES are hereby granted permission by SECOND PARTIES to plant a "honeysuckle hedge" on said dividing line between the above described properties.
2. FIRST PARTIES agree in return for permission to plant such hedge, to maintain, trim and keep the same in a neat and orderly appearance.

This Agreement shall be binding upon the heirs, administrators, executors, assigns and purchasers of the respective parties.

This Agreement was executed in duplicate originals--one copy to each of the parties.

Darwin E. Gubser  
Betty J. Gubser

Orie L. Jones Jr.  
Berdena H. Jones

STATE OF IOWA MADISON COUNTY :SS

On this 25 day of August, A. D., 1952, before me the undersigned, a Notary Public within and for Madison County, State of Iowa, personally came Darwin E. Gubser, Betty J. Gubser, Orie L. Jones, Jr., and Berdena Jones, personally to me known to be the identical persons whose names are affixed to the above instrument as grantors and acknowledged the execution of the same to be their voluntary acts and deeds for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last aforesaid written.

H. Claude Peer  
Notary Public in and for Said County and State.

Merrill S. Creger  
To

#5001

Fee \$1.20 VET

Filed for record the 30 day of August  
A. D. 1952 at 11:03 o'clock A. M.  
Wilma M. Wade, Recorder  
Mary E. Welty, Deputy

The Public

AFFIDAVIT TO CURE DEFECT IN TITLE

STATE OF IOWA CLARKE COUNTY ) ss:

I, Merrill S. Creger, being first duly sworn on oath, depose and say:

That I am a resident of Madison County, State of Iowa; that my post office address is Truro, Iowa, and that I am well, personally and intimately acquainted with the following described real estate situated in Madison County, State of Iowa, to-wit: